

**IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT
OF TENNESSEE**

EDDIE and JENNIFER JERNIGAN)	
)	
Plaintiffs/Counter-Defendants,)	Case No. 3:07-0678
)	Judge Trauger
v.)	Magistrate Judge Brown
)	Jury Demand
ILONKA HAREZI and COURTLAND REEVES)	
)	
Defendants/Counter-Plaintiffs.)	

AGREED ORDER

As evidenced by the signatures of counsel for the Plaintiffs/Counter-Defendants and the Defendant/Counter-Plaintiffs, acting pro se, this matter has been settled. As set forth in the executed Settlement Agreement attached hereto as Exhibit 1, the terms of the settlement are:

- 1) Defendants/Counter-Plaintiffs shall pay to Plaintiffs/Counter-Defendants the total amount of \$150,000.00 as follows:
 - a) The \$30,000.00 being held in escrow shall be released to the Baydoun & Knight Escrow Account for the benefit of the Plaintiffs/Counter-Defendants immediately;
 - b) The remaining \$120,000.00 shall be paid in monthly instalments of \$5,000.00 beginning on October 1, 2009, through March 1, 2010, and \$10,000.00 beginning on April 1, 2010, through December 1, 2010;
 - c) All payments are due no later than the tenth of each month;
 - d) A fee of 20% will be added to any payment that is late;
- 2) In the event that Defendants/Counter-Plaintiffs fail to make any payment in a

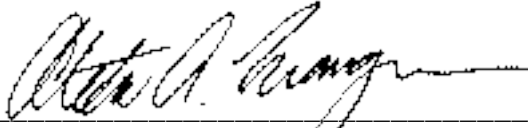
timely manner and fail to bring current their obligations by the fifteenth day of the next month, they shall be in default;

- 3) Upon a default by Defendants/Counter-Plaintiffs, Plaintiffs/Counter-Defendants shall be entitled to the entry of a judgment for the amount of \$200,000.00 minus the total amount of payments made by Defendants/Counter-Plaintiffs. Also, in the event of default, Plaintiffs/Counter-Defendants shall be entitled to recover all of their reasonable attorneys's fees and expenses incurred in enforcing the settlement agreement; and,
- 4) In the event that Defendants/Counter-Plaintiffs are able to pay the balance owed early, they shall be entitled to a 10% credit against the unpaid remaining balance.

In the event Defendants/Counter Plaintiffs default on any of their obligations under the terms of the Settlement Agreement, Plaintiffs/Counter-Defendants shall be entitled to reopen this action pursuant to Federal Rule of Procedure 60(b) for the entry of a judgment in their favor pursuant to the terms of the Settlement Agreement.

Accordingly, it is ordered, adjudged, and decreed that the claims brought by Plaintiffs/Counter- Defendants' against Defendants/Counter-Plaintiffs are hereby dismissed, and all counter claims brought by the Defendants/Counter-Plaintiffs against Plaintiffs/Counter-Defendants are hereby dismissed with prejudice.

Entered this the 29th day of June, 2009.


The Honorable Aleta A. Trauger

Approved for entry:

Attorneys for the Plaintiffs/Counter-Defendants

/s/ Nader Baydoun

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Defendant/Counter-Plaintiff

/s/ Ilonka Harezi

Ilonka Harezi
17555 Collins Avenue, Unit 2705
Sunny Isle Beach, FL 33160

Defendant/Counter-Plaintiff

/s/ Courtland Reeves

Courtland Reeves
17555 Collins Avenue, Unit 2705
Sunny Isle Beach, FL 33160

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via U.S. Mail, postage prepaid to Courtland Reeves and Ilonka Harezi at 17555 Collins Avenue Unit # 2705, Sunny Isle Beach, FL 33160 and via electronic delivery on: Courtland Reeves and Ilonka Harezi, at Ilonkaharezi@aol.com, on this the 24th day of June, 2009.

/s/ Nader Baydoun

Nader Baydoun